

INYO-MONO TITLE COMPANY

RECORDING REQUESTED BY

109180A+B

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001939

WHEN RECORDED MAIL TO:

California Department of Transportation
500 South Main Street
Bishop, California 93514

STATE BUSINESS - NO RECORDING FEE

(Gov. Code 27383)

BY:

Nancy Reel

REC'D DEPT. OF TRANSPORTATION
COUNTY CLERK

'00 MAR 30 PM 2 31

NO FEE

Space above this line for Recorder's Use

**Transportation Enhancement Activities (TEA) Program
Agreement Declaring Restrictive covenants
TEA Project Number STPE-P395 (186)N**

This Agreement Declaring Restrictive Covenants (ADRC) is entered into as of this 13th day of March, 2000, by and between the County of Mono, hereinafter referred to as "APPLICANT," and the State of California, acting by and through the California Department of Transportation (Caltrans), hereinafter referred to as "State."

WHEREAS, APPLICANT will be the owner of the real property to be acquired which is described in Exhibit ADRC-A, attached hereto and incorporated herein by this reference;

WHEREAS, APPLICANT acquires the real property described in ADRC-A, hereinafter referred to as "REAL PROPERTY," for the purpose of undertaking REAL PROPERTY for public use as a Transportation Enhancement Activities (TEA) project;

WHEREAS, STATE has allocated funds to APPLICANT for REAL PROPERTY and improvements thereto as provided in section 133(d) (2) of 23 United States Code Annotated; and

WHEREAS, both APPLICANT and STATE desire and intend to restrict the REAL PROPERTY uses now and in the future to transportation enhancement purposes so that all of REAL PROPERTY shall be benefited and each successive owner of all or part of said REAL PROPERTY shall be benefited by the preservation of REAL PROPERTY for transportation enhancement purposes.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, each to the other as covenantors and covenantees, and expressly for the substantial benefits to be derived therefrom and to bind, their successors in interest, the said parties agree as follows:

Management and Maintenance of Property

1. APPLICANT will manage and maintain in the future the REAL PROPERTY acquired, developed, rehabilitated, or restored with funds allocated to APPLICANT as open space in order to:

- protect and enhance all wetlands and riparian habitat;
- preserve the mule deer migration corridor;
- preserve the ranch in its natural state;
- preserve the historical resources associated with the ranch.

With STATE's prior approval, APPLICANT, or its successors in interest, may modify or transfer these management and maintenance responsibilities in the REAL PROPERTY. If the REAL PROPERTY is not managed and

maintained consistent with the above permitted uses, the State Highway Account, at the sole discretion of STATE and 45 days notice to APPLICANT by STATE, shall be reimbursed an amount at least equal to the amount of the STATE's funding participation in REAL PROPERTY or STATE's pro rata participation in REAL PROPERTY based on its then fair market value, whichever is higher.

- 2. ALL REAL PROPERTY acquired with Federal Transportation Enhancement Activities funds shall be subject to this Agreement. If REAL PROPERTY is sold traded or otherwise put to any use other than as permitted, the State Highway Account, at the sole discretion of STATE and 45 days notice to APPLICANT by STATE, shall be reimbursed an amount at least equal to the amount of STATE's funding participation in REAL PROPERTY or the pro rata fair market value of REAL PROPERTY, including improvements, at the time of sale, whichever is higher. The pro rata fair market value shall be based on the fund transfer amount applied toward the purchase of the property and the design and construction of improvements in proportion to the total purchase price of the property and the cost of all improvements made prior to the time of sale.

Term

- 3. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until revoked or amended pursuant to the Amendment and Revocation provisions of this AGREEMENT.

Assignment

- 4. Without the prior written consent of STATE, this AGREEMENT is not assignable in whole or in part by APPLICANT.

Amendment and Revocation

- 5. This AGREEMENT and any amendments to it may be amended in any respect by the execution by STATE and APPLICANT of any instrument amending or revoking this AGREEMENT. The amending or revoking instrument shall make appropriate reference to this AGREEMENT and its amendments and shall be acknowledged and recorded in the office of the County Recorder of the counties in which the property is located.

Enforcement

- 6. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

Indemnification

- 7. Neither STATE nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by APPLICANT under or in connection with any work, authority or jurisdiction delegated to APPLICANT under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, APPLICANT shall fully defend, indemnify and save harmless the State of California, all officers, and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Gov. Code § 810.8) occurring by reason of anything done or omitted to be done by APPLICANT under or in connection with any work, authority or jurisdiction delegated to APPLICANT under this AGREEMENT. STATE reserves the right to represent itself in any litigation in which STATE's interests are at stake.

Purpose of Agreement

- 8. This AGREEMENT is solely for recording purposes and shall not be construed to alter, modify, amend, or supplement the application for funds as prepared by APPLICANT.

9. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby execute this AGREEMENT by their duly authorized officers as of the date set forth above and agree to be bound hereby:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

APPLICANT

By: *Waverly Redlin*
(District R/W Local Asst. Coordinator)

By: *Dan Lyster*
(Applicant Representative Name)

GRANTS ADMINISTRATOR
(Title)

MONO COUNTY
(Agency)

MAMMOTH LAKES CA 93546
(City, State, Zip)

(760) 924-3055 EXT. 224
(Phone No.)

STATE OF CALIFORNIA

PERSONAL ACKNOWLEDGMENT

County of Inyo

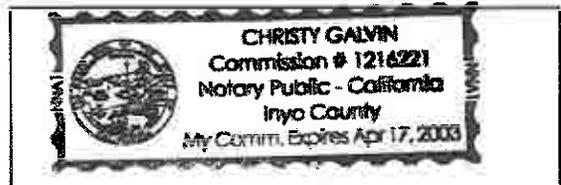
On this the day of 29th March 2000, before me, Christy Galvin Notary Public
Name, Title of Officer-E.G., "Jane Doe, Notary Public"

personally appeared Nancy Escallier and Dan Lyster
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) _____ is/are subscribed to the within instrument and acknowledged to me that _____ his/they executed the same in _____ his/her/their authorized capacity(ies), and that by _____ his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Christy Galvin
(Notary Public's signature in and for said County and State)



(for notary seal or stamp)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

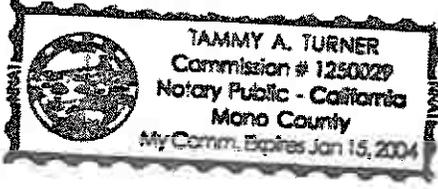
State of California }
County of mono } ss.

On 3/1/2000, before me, Tammya Turner Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Dan Lyster
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Tammya Turner
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: EEM-JPI

Document Date: 3/1/2000 Number of Pages: _____

Signer(s) Other Than Named Above: —

Capacity(ies) Claimed by Signer

Signer's Name: Dan Lyster

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: County

Signer Is Representing: mono County



EXHIBIT ADRC-A
REAL PROPERTY DESCRIPTION

(For EEM projects involving acquisition of real property, or rights thereto, insert the legal description of the property to be purchased as presented to the CTC prior the project allocation vote)

See attached Preliminary Title Report from Inyo-Mono Title Company.



NEW PRELIMINARY REPORT

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**INYO-MONO TITLE COMPANY
230 WEST LINE STREET
BISHOP, CA 93514
PHONE (760) 872-4741 FAX (760) 873-8938**

**INYO-MONO TITLE COMPANY
400 WEST LINE STREET
BISHOP, CA 93514
ATTN: MARY LOU SIPHERD**

**DATE ISSUED: MARCH 29, 2000
YOUR REF: PHASE 3/CONWAY/110994
OUR FILE NO.: 109180B**

EFFECTIVE DATE OF THIS REPORT FEBRUARY 1, 2000 AT 07:30 AM

**IN RESPONSE TO THE ABOVE REFERENCED APPLICATION FOR A POLICY OF TITLE INSURANCE,
INYO-MONO TITLE COMPANY**

HEREBY REPORTS THAT IT IS PREPARED TO ISSUE, OR CAUSE TO BE ISSUED, AS OF THE DATE HEREOF, A POLICY OR POLICIES OF TITLE INSURANCE DESCRIBING THE LAND AND THE ESTATE OR INTEREST THEREIN HEREINAFTER SET FORTH, INSURING AGAINST LOSS WHICH MAY BE SUSTAINED BY REASON OF ANY DEFECT, LIEN OR ENCUMBRANCE NOT SHOWN OR REFERRED TO AS AN EXCEPTION BELOW OR NOT EXCLUDED FROM COVERAGE PURSUANT TO THE PRINTED SCHEDULES, CONDITIONS AND STIPULATIONS OF SAID POLICY FORMS.

THE PRINTED EXCEPTIONS AND EXCLUSIONS FROM THE COVERAGE OF SAID POLICY OR POLICIES ARE SET FORTH ON THE ATTACHED COVER. COPIES OF THE POLICY FORMS SHOULD BE READ. THEY ARE AVAILABLE FROM THE OFFICE WHICH ISSUED THIS REPORT.

PLEASE READ THE EXCEPTIONS SHOWN OR REFERRED TO BELOW AND THE EXCEPTIONS AND EXCLUSIONS SET FORTH IN EXHIBIT A OF THIS REPORT CAREFULLY. THE EXCEPTIONS AND EXCLUSIONS ARE MEANT TO PROVIDE YOU WITH NOTICE OF MATTERS WHICH ARE NOT COVERED UNDER THE TERMS OF THE TITLE INSURANCE POLICY AND SHOULD BE CAREFULLY CONSIDERED. IT IS IMPORTANT TO NOTE THAT THIS PRELIMINARY REPORT IS NOT A WRITTEN REPRESENTATION AS TO THE CONDITIONS OF TITLE AND MAY NOT LIST ALL LIENS, DEFECTS, AND ENCUMBRANCES AFFECTING TITLE TO THE LAND.

THIS REPORT (AND ANY SUPPLEMENTS OR AMENDMENTS THERETO) IS ISSUED SOLELY FOR THE PURPOSE OF FACILITATING THE ISSUANCE OF A POLICY OF TITLE INSURANCE AND NO LIABILITY IS ASSUMED HEREBY. IF IT IS DESIRED THAT LIABILITY BE ASSUMED PRIOR TO THE ISSUANCE OF A POLICY OF TITLE INSURANCE, A BINDER OR COMMITMENT SHOULD BE REQUESTED.

THE FORM OF POLICY OF TITLE INSURANCE CONTEMPLATED BY THIS REPORT IS:

CLTA STANDARD COVERAGE POLICY - 1990

RICHARD HARRIES, CHIEF TITLE OFFICER

THIS REPORT IS SUBJECT TO A MINIMUM CANCELLATION CHARGE AS REQUIRED UNDER SECTION 12404 OF THE STATE OF CALIFORNIA INSURANCE CODE.

THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS A FEE

TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

THE TRUST FOR PUBLIC LAND, A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION

AT THE DATE HEREOF EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS CONTAINED IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. GENERAL AND SPECIAL COUNTY TAXES FOR THE FISCAL YEAR 2000-2001, A LIEN NOT YET PAYABLE.
 - A. TAXES, BONDS OR ASSESSMENTS, IF ANY, WILL BE REPORTED LATER.
 - B. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO THE PROVISIONS OF CHAPTER 3.5 (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE OF THE STATE OF CALIFORNIA.
2. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,

IN FAVOR OF	:	STATE OF CALIFORNIA
FOR	:	STATE HIGHWAY
RECORDED	:	AUGUST 31, 1923, IN BOOK T, PAGE 474, OF DEEDS
AFFECTS	:	A STRIP OF LAND 60 FEET WIDE AS DESCRIBED THEREIN
3. A WAIVER IN FAVOR OF THE STATE OF CALIFORNIA OF ANY CLAIMS FOR DAMAGES TO SAID LAND BY REASON OF HIGHWAY CONTIGUOUS THERETO, CONTAINED IN THE DEED

FROM	:	MRS. MARY A. CONWAY, R.P. CONWAY, CHRISTIAN MATTLY, MRS. M. FILOSENA, GRACE KIRKWOOD, MALLIS D. MC PHERSON, W.W. CUNNINGHAM.
FOR	:	ESTABLISHMENT OF SAID HIGHWAY
RECORDED	:	AUGUST 31, 1923, IN BOOK T, PAGE 474, OF DEEDS
4. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,

IN FAVOR OF	:	THE SOUTHERN SIERRAS POWER COMPANY
FOR	:	POLE LINE OR OTHER SUPPORTS
RECORDED	:	JULY 6, 1931, IN BOOK 7, PAGE 34, OF OFFICIAL RECORDS
AFFECTS	:	A PORTION OF SECTION 1, THE CENTER LINE BEING DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTH LINE AT A POINT 33 FEET EAST OF THE SOUTHWEST CORNER OF THE SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1, AND RUNNING THENCE NORTH 2°07' EAST A DISTANCE OF 1520 FEET; THENCE NORTH 13°16' WEST A DISTANCE OF 100 FEET MORE OR LESS TO A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1.
5. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,

IN FAVOR OF	:	INTERSTATE TELEGRAPH COMPANY
FOR	:	POLE LINES FOR TELEPHONE AND TELEGRAPH
RECORDED	:	OCTOBER 20, 1944, IN BOOK 20, PAGE 207, OF OFFICIAL RECORDS
AFFECTS	:	A PORTION OF SECTION 1, THE CENTER LINE BEING DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 1, AT A POINT 764.9 FEET SOUTH OF THE NORTH QUARTER CORNER OF SAID SECTION 1 AND

RUNNING THENCE SOUTH 56°51' EAST, A DISTANCE OF 613.7 FEET; THENCE SOUTH 2°34' EAST, A DISTANCE OF 2786.4 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1.

6. A WAIVER IN FAVOR OF THE STATE OF CALIFORNIA OF ANY CLAIMS FOR DAMAGES TO SAID LAND BY REASON OF HIGHWAY CONTIGUOUS THERETO, CONTAINED IN THE DEED
- FROM : GLADYS C. MILLNER, A MARRIED WOMAN, WHO ACQUIRED TITLE AS GLADYS C. CROSBY, A WIDOW, AND FRANK S. MILLNER, HER HUSBAND
- RECORDED : MARCH 29, 1961, IN BOOK 50, PAGE 224, OF OFFICIAL RECORDS
7. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,
- IN FAVOR OF : SOUTHERN CALIFORNIA EDISON COMPANY
- FOR : OVERHEAD AND UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS
- RECORDED : OCTOBER 9, 1969, IN BOOK 105, PAGE 435, OF OFFICIAL RECORDS
- AFFECTS : VARIOUS STRIPS OF LAND, 10 FEET IN WIDTH, LOCATED WITHIN THE FOLLOWING DESCRIBED PROPERTY:

THE NORTH HALF OF THE SOUTHWEST QUARTER AND THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 25 EAST, M.D.B. & M.

8. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,
- IN FAVOR OF : SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION
- FOR : UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS
- RECORDED : APRIL 13, 1982, IN BOOK 352, PAGE 366, OF OFFICIAL RECORDS
- AFFECTS : DESCRIBED AS FOLLOWS:

A STRIP OF LAND, 10 FEET IN WIDTH, LYING WITHIN THE EAST 65.8 FEET OF THE NORTH HALF (N 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 1, TOWNSHIP 2 NORTH, RANGE 25 EAST, MOUNT DIABLO BASE AND MERIDIAN AND WITHIN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 26 EAST, MOUNT DIABLO BASE AND MERIDIAN, THE CENTERLINE OF SAID 10-FOOT WIDE STRIP OF LAND IS DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF SAID EAST 65.6 FEET OF THE NORTH HALF (N 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 1, AT A POINT 5 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 88°40'31" EAST, 65.6 FEET; THENCE NORTH 89°21'10" EAST, 2405.40 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1170 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°41'06", AN ARC DISTANCE OF 238.61 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHWEST QUARTER (SW 1/4) OF SECTION 6.

9. COVENANTS, CONDITIONS AND RESTRICTIONS IN THE DECLARATION OF RESTRICTIONS, BUT "OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT SAID COVENANT (A) IS EXEMPT UNDER CHAPTER 42, SECTION 3607 OF THE UNITED STATES CODE OR (B) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS."
- EXECUTED BY : CONWAY RANCH PARTNERSHIP
- RECORDED : AUGUST 4, 1982, IN BOOK 360, PAGE 223, OF OFFICIAL RECORDS

WHICH PROVIDE THAT A VIOLATION THEREOF SHALL NOT DEFEAT OR RENDER INVALID THE LIEN OF ANY MORTGAGE OR DEED OF TRUST MADE IN GOOD FAITH AND FOR VALUE.

SAID COVENANTS, CONDITIONS AND RESTRICTIONS HAVE BEEN MODIFIED BY AN INSTRUMENT

EXECUTED BY : ARNOLD S. BECKMAN AND THE TRUST FOR PUBLIC LAND

RECORDED : JANUARY 20, 1998, AS INSTRUMENT NO. 0319, OF OFFICIAL RECORDS

NOTE: SECTION 12956.1 OF THE GOVERNMENT CODE PROVIDES THE FOLLOWING: IF THIS DOCUMENT CONTAINS ANY RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, NATIONAL ORIGIN, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID. ANY PERSON HOLDING AN INTEREST IN THIS PROPERTY MAY REQUEST THAT THE COUNTY RECORDER REMOVE THE RESTRICTIVE LANGUAGE PURSUANT TO SUBDIVISION (C) OF SECTION 12956.1 OF THE GOVERNMENT CODE.

SAID MATTER AFFECTS: A PORTION OF SAID LAND

10. **AN UNRECORDED LEASE, AFFECTING THE PREMISES HEREIN STATED, EXECUTED BY AND BETWEEN THE PARTIES NAMED HEREIN, FOR THE TERM AND UPON THE TERMS, COVENANTS AND CONDITIONS THEREIN PROVIDED**

DATED : APRIL 30, 1997
LESSOR : CONWAY RANCH PARTNERSHIP, A CALIFORNIA GENERAL PARTNERSHIP AND ARNOLD S. BECKMAN
LESSEE : MICHEL AND MARIE ANSOLABEHERE
DISCLOSED BY : MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT
RECORDED : JANUARY 20, 1998, AS INSTRUMENT NO. 0320, OF OFFICIAL RECORDS
AFFECTS : THIS AND OTHER PROPERTY

THE INTEREST OF THE LESSOR WAS ASSIGNED TO THE TRUST FOR PUBLIC LAND, A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION BY THE INSTRUMENT SHOWN ABOVE.

*******END OF EXCEPTIONS*******

NOTES:

- A. **NOTE: CALIFORNIA "GOOD FUNDS" LAW**
EFFECTIVE JANUARY 1, 1990, CALIFORNIA INSURANCE CODE SECTION 12313.1, (CHAPTER 598, STATUTES OF 1989), PROHIBITS A TITLE INSURANCE COMPANY, CONTROLLED ESCROW COMPANY, OR UNDERWRITTEN TITLE COMPANY FROM DISBURSING FUNDS FROM AN ESCROW OR SUB-ESCROW ACCOUNT, (EXCEPT FOR FUNDS DEPOSITED BY WIRE TRANSFER, ELECTRONIC PAYMENT OR CASH) UNTIL THE DAY THESE FUNDS ARE MADE AVAILABLE TO THE DEPOSITOR PURSUANT TO PART 229 OF TITLE 12 OF THE CODE OF FEDERAL REGULATIONS, (REG. CC). ITEMS SUCH AS CASHIER'S, CERTIFIED, OR TELLER'S CHECKS MAY BE AVAILABLE FOR DISBURSEMENT ON THE BUSINESS DAY FOLLOWING THE BUSINESS DAY OF DEPOSIT; HOWEVER, OTHER FORMS OF DEPOSITS MAY CAUSE EXTENDED DELAYS IN CLOSING THE ESCROW OR SUB-ESCROW.
- B. **FUNDS WIRED ARE AVAILABLE FOR SAME DAY DISBURSEMENT IF THEY ARE CONFIRMED THE SAME DAY. DIRECT YOUR BANK TO WIRE TO THE FOLLOWING ACCOUNT:**

**UNION BANK
 1980 SATURN STREET
 MONTEREY PARK, CA 91754-7417**

**ACCOUNT NAME : INYO-MONO TITLE COMPANY
 ACCOUNT NUMBER : 38755-03005
 ROUTING NUMBER : 122000496**

PLEASE BE SURE TO REFERENCE YOUR NAME AND ESCROW NUMBER, AS TRACING A WIRE FOR ORIGINATOR CAN BE DIFFICULT.

LEGAL DESCRIPTION VOL 0897 PAGE 123

THE SOUTH HALF OF THE NORTHWEST QUARTER AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 25 EAST, MDM IN THE COUNTY OF MONO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

THE NORTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 2 NORTH, RANGE 25 EAST, MDM, IN THE COUNTY OF MONO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF. EXCEPT THEREFROM, THAT PORTION OF SAID LAND AS CONVEYED TO THE STATE OF CALIFORNIA IN DEED RECORDED MARCH 29, 1961 IN BOOK 50 PAGE 224 OF OFFICIAL RECORDS.

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 25 EAST, MDM, IN THE COUNTY OF MONO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF. EXCEPT THEREFROM, THAT PORTION OF SAID LAND AS CONVEYED TO THE STATE OF CALIFORNIA IN DEED RECORDED MARCH 29, 1961 IN BOOK 50 PAGE 224 OF OFFICIAL RECORDS.

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 3 NORTH, RANGE 26 EAST, MDM, IN THE COUNTY OF MONO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THE WEST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER; THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; ALL IN SECTION 6, TOWNSHIP 2 NORTH, RANGE 26 EAST, MDM, IN THE COUNTY OF MONO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.